

Michael O. Leavitt Governor Kathleen Clarke Executive Director Lowell P. Braxton Division Director 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, Utah 84114-5801 801-538-5340 801-359-3940 (Fax) 801-538-7223 (TDD)

January 24, 2001

Ron Ryan SF Phosphates Limited Company 9401 North Highway 191 Vernal, Utah 84078-7802

Re: Revised Reclamation Contract Needed, SF Phosphates Limited Company (SF), Vernal Phosphate Mine, M/047/007, Uintah County, Utah

Dear Mr. Ryan:

On January 16, 2001, we received a Surety Bond Endorsement from Travelers Property Casualty stating that effective December 17, 2000, Travelers Casualty and Surety Company of America (Travelers) replaced the United Pacific Insurance Company surety bond. The amount remains the same at \$2,024,000 while the bond number changed from United Pacific bond to Travelers bond Copies of the Surety Bond Endorsement and associated documents are attached for your files.

The surety was replaced as suggested by the Division's September 21, 2000 letter describing the drop in rating for United Pacific from a 'B++' to a 'C.' We appreciate SF's cooperation in replacing the surety bond and ask that you complete a new Reclamation Contract to reflect the new surety information. We have enclosed a partially completed Reclamation Contract using information from the March 18, 1994 Reclamation Contract and information from the Division of Corporations.

Please review the Reclamation Contract for accuracy, and complete page two by providing the registered agent's phone number and listing the "Operators Officers" for SF Phosphates. Please have an authorized officer sign, date and notarize page five, and return the completed original contract for Division signature within the next 30 days. We will then provide you with a copy of the final executed documents for your records. A blank Reclamation Contract form and guideline are also enclosed for your use, if needed.

Please provide new Power of Attorney forms from both Travelers and United Pacific to replace the incomplete forms we currently have. Both forms are lacking a date in the final paragraph which certifies that each Power of Attorney is still in full force and effect.

Page 2 Ron Ryan M/047/007 January 24, 2001

Thank you for your cooperation in revising this document. If you have any questions regarding this letter, please contact me.

Sincerely,

Anthony A. Gallegos

Senior Reclamation Specialist

jb

Attachments: copy of Surety Bond Endorsement & associated documents

Enclosures: partially completed Reclamation Contract,

blank Reclamation Contract & guideline

M47-07-surety

FORM MR-RC Revised January 18, 2000 RECLAMATION CONTRACT

File Number <u>M/047/007</u>	
Effective Date	
Other Agency File Number	

# STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291 Fax: (801) 359-3940

### **RECLAMATION CONTRACT**

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For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	M/047/007					
(Mineral Mined)	Phosphate					
"MINE LOCATION":						
(Name of Mine)	Vernal Phosphates Operation					
(Description)	11 miles North of Vernal, Utah					
` ' '	in Uintah County					
"DISTURBED AREA":						
(Disturbed Acres)	861.7					
(Legal Description)	(refer to Attachment "A")					
"OPERATOR":						
(Company or Name)	SF Phosphates Limited Co.					
(Address)						
(Addiess)	9401 North Highway 191 Vernal, UT 84078-7802					
	Vernar, 01 04070-7002					
(Phone)	(435) 789–7795					
•						

"OPERATOR'S REGISTERED AGENT": (Name) (Address)	William H. Adams  170 South Main, Suite 1250  Salt Lake City, Utah 84101
(Phone) "OPERATOR'S OFFICER(S)":	
"SURETY": (Form of Surety - Attachment B)	Surety Bond
"SURETY COMPANY": (Name, Policy or Acct. No.)	Travelers Casualty & Surety Co of Americ
"SURETY AMOUNT": (Escalated Dollars)	\$2,024,000
"ESCALATION YEAR":	1998
"STATE": "DIVISION":	State of Utah Division of Oil, Gas and Mining
"BOARD":	Board of Oil, Gas and Mining
ATTACHMENTS: A "DISTURBED AREA": B "SURETY":	
This Reclamation Contract (hereinafter between <u>SF Phosphates Limited Company</u> Division of Oil, Gas and Mining ("Division").	r referred to as "Contract") is entered into the "Operator" and the Utah State
WHEREAS, Operator desires to condu	act mining operations under Notice of

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. <u>M/047/007</u> which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

### NOW, THEREFORE, the Division and the Operator agree as follows:

- Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated <u>June 20, 1977</u>, and the original Reclamation Plan dated <u>June 20, 1977</u>. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

- request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.
- Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SF Phosphates Limited Company Operator Name		
ByAuthorized Officer (Typed or Printed)	χ.	
Authorized Officer - Position	· 	
Officer's Signature	Date	
STATE OF) COUNTY OF)	ss:	
On the day of appeared before me by me duly sworn did say that he/she, the said	, 20, personally who b	eing is
and duly acknowledged that said instrument wauthority of its bylaws or a resolution of its boa	vas signed on behalf of said company	by
	Notary Public Residing at:	
My Commission Expires:		

Page <u>5</u> of <u>7</u> Revised January 18, 2000 Form MR-RC

**OPERATOR:** 

## DIVISION OF OIL, GAS AND MINING:

By	
Lowell P. Braxton, Director	Date
,	A+
STATE OF	)
COUNTY OF	) ss: )
On the day of personally appeared before me	, 20,
duly sworn did say that he/she, the said	
is the Director of the Division of Oil, Gas and State of Utah, and he/she duly acknowledge	
document by authority of law on behalf of the	
	Notary Public
	Residing at:
My Commission Expires:	<del></del>

## **ATTACHMENT "A"**

SF Pho	sph	ates	Limited	Comp	any	<u> Vernal Phos</u>			osphate Operation			
Operat			•		<u> </u>	Mine Name						
M/047/007				Uintah County, Uta						Utah		
Permit	Nu	mber	:									
		The	e legal de	scri	ption of	la	nds to	be dis	tur	bed is	:	
Lands of:	to	be	disturbed	are	in Uinta	h (	County,	Utah a	nd	includ	le port	cions
	SE	1/4	Section	18,	Township	2	South,	Range	22	East,	SLBM	
	NE	1/4	Section	19,	Township	2	South,	Range	22	East,	SLBM	
	SE	1/4	Section	19,	Township	2	South,	Range	22	East,	SLBM	
	NE	1/4	Section	30,	Township	2	South,	Range	22	East,	SLBM	
	SE	1/4			Township							
			Section	31,	Township	2	South,	Range	22	East,	SLBM	
	SE	1/4	Section	36,	Township	2	South,	Range	21	East,	SLBM	
	NW	1/4	Section		Township							
	SW	1/4	Section		Township							
					Township							
	NE	1/4			Township							
			Section	29,	Township	2	South,	Range	22	East,	SLBM	
				29,	Township	2	South,	Range	22	East,	SLBM	
					Township							
	SW	1/4	Section	32,	Township	2	South,	Range	22	East,	SLBM	
	NE	1/4	Section	1,	Township	3	South,	Range	21	East,	SLBM	
			Section		Township							
			Section		Township							
	NE	1/4	Section	6,	Township	3	South,	Range	22	East,	SLBM	

See Attached Map Titled Map A



### SURETY BOND ENDORSEMENT

TO:

STATE OF UTAH

Department of Natural Resources Division of Oil, Gas & Mining 355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203

RE:

**Bond Principal:** 

SF Phosphates Limited Company

Obligee:

State of Utah

Surety: Surety Bond Number: United Pacific Insurance Company

Bond Amount: Type of Bond:

\$2,024,000 Mining and Reclamation Bond

The purpose of this Rider is to:

[X]	CHANGE	BOND	NUMBER
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Upon execution of this Surety Bond Endorsement by all parties hereto, surety bond number \_\_\_ is changed to

#### [X] **CHANGE SURETY COMPANY**

Effective (12/17/2000), Travelers Casualty and Surety Company of America ("Travelers") replaces United Pacific Insurance Company ("Reliance") as surety on the above referenced bond and, accordingly, agrees to be bound by the terms of the abovereferenced bond and to perform all of Reliance's obligations thereunder as if the above-referenced bond had originally been issued by Travelers. The termination of liability under the Reliance bond is a condition precedent to the change of surety. Upon execution of this Surety Bond Endorsement by all parties hereto, Reliance shall have no further obligation or liability under the above-referenced bond.

Signed, sealed and dated this 28th day of December, 2000.

Travelers Casualty and Surety Company of America

Heidi Bockus

Attorney-in-Fact

United Pacific Insurance Company

Heidi Bockus

Attorney-in-Fact

# TRAVELERS C. GUALTY AND SURETY COMPANY OF AMERICA TRAV LS CASUALTY AND SURETY COMPANY FARMINGTON CASUALTY COMPANY Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these Creative of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these Creative of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these Creative of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these Creative of Lawrence of Lawren

the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Vice President, any Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 15th day of May, 2000.

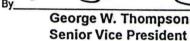
STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA TRAVELERS CASUALTY AND SURETY COMPANY FARMINGTON CASUALTY COMPANY











On this 15th day of May, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie c Letreault

My commission expires June 30, 2001 Notary Public Marie C. Tetreault

### CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this

day of







Kori M. Johanson

Tim me

Assistant Secretary, Bond

# RELIANCE SURETY COMPANY UNITED PACIFIC INSURANCE COMPANY

# RELIANCE INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

### ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Patrick D. Dineen, Heldi Bockus, Krista M. Stromberg, Tevy Lor, Daniel J. Ashburn, Thomas J. Jochums, Kathle L. Wiegers, Terie L. Sariego, Jay A. Miley, of Seattle, Washington their true and lawful Attorney(s) in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

#### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, constructs of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
- Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings recognizances, contracts of indemnity and other
- 3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, Surety Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Of the Board of Directors of Reliance Company by Unanimous Consent dated as of March 31, 1994.

\*Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached.\*

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this September 29, 1999.









RELIANCE SURETY COMPANY RELIANCE INSURANCE COMPANY UNITED PACIFIC INSURANCE COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

Mars W. Buys

STATE OF Washington }
COUNTY OF King } ss

On this, September 29, 1999, before me, Laura L. Santos, personally appeared Mark W. Alsup, who acknowledged himself to be the Vice President of the Reliance Surety Company, Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public State of Washington

Laura L. Santos

My Appointment Expires 03-05-01

Notary Public in and for the State of Washington
Residing at Puyallup

I, Robyn Layng, Assistant Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

\_day of

\_ year or \_\_









Assistant Secretary